

# EXHIBIT A



5201 Great America Parkway, Suite 320  
 Santa Clara, CA 95054  
 PH. 650-326-3313  
 FX 650-618-2028  
 info@caeonline.com  
 www.caeonline.com

### Invoice Order 11282022 293637807B

Attention:

**Haiyan Lan**

SGS Precision Technology (Ningbo) Co., Ltd.  
 501, Block 29, 368 Zhangjiang Rd, Pudong  
 Pudong New Area, Shanghai, , China, 201203  
 Phone: 011 86 212 081 1482

Email: Echo\_Lan@sgsseimi.com

Today's Date: 11/28/2022

FROM: Andrew Hung, CAET

TO: Haiyan Lan, SGS Precision Technology (Ningbo) Co., Ltd.

Capital Asset Exchange and Trading, LLC (herein, "CAET" or "Seller") is pleased to offer the following Equipment to SGS Precision Technology (Ningbo) Co., Ltd. ("Buyer"):

Equip ID	Description	Price
293637807	1 - HITACHI S-9380 Type II Scanning Electron Microscope (SEM) 2006 vintage.	\$1,000,000.00
293637409	1 - HITACHI S-9380 Critical Dimension Scanning Electron Microscope (CD-SEM) 2003 vintage.	\$1,000,000.00

Sales Tax: \$0.00

Total Purchase Price: \$2,000,000.00

This offer shall expire three days from above date, if not signed by Buyer and received by Seller. Signature by Buyer shall constitute acceptance of the following terms and conditions:

1. This invoice shall obligate Buyer to purchase the Equipment, according to the Terms and Conditions herein.
2. This Invoice is not subject to Buyer inspection or other conditionality by Buyer. Buyer has chosen to accept the Equipment based on the information presented to CAET by its supplier, and understands that this information has not been independently verified by CAET.
3. Payment of the Purchase Price to CAET is required within five business days after the receipt of a signed copy of this Invoice by CAET. If not received, CAET has the right to void this invoice.
4. Buyer agrees not to circumvent CAET by purchasing Equipment directly from CAET's supplier.
5. All Equipment is offered to Buyer based on its prior sale to CAET. Should such prior sale not occur, this invoice shall be null and void.
6. Equipment must be picked up within 30 calendar days of receipt of payment. If Buyer fails to pick up Equipment within 30 calendar days, Buyer shall be responsible for any additional storage charges which may result from such delay. If Buyer fails to pick up the Equipment within 60 calendar days, the Equipment shall be deemed abandoned, and title shall revert to CAET with no refund due to Buyer.
7. The Terms and Conditions of this Invoice shall govern this transaction, and supersede the Terms and Conditions of any Purchase Order issued against it.
8. Title and risk of loss (including without limitation loss during storage, freight, or transportation) pass to Buyer upon CAET's receipt of the Purchase Price.
9. Equipment is purchased "AS-IS" AND WHERE-IS, without recourse against CAET.
10. The Equipment is NOT SUBJECT TO ANY WARRANTY OR GUARANTEE, including any warranty of merchantability for fitness. CAET has made no guarantee, warranty or representation, express or implied, as to the quality of the Equipment.
11. This Agreement sets forth the entire agreement and understanding of the parties and supersedes all prior agreements and understandings related to its subject matter.
12. This Agreement is governed by the laws of the State of California. Any and all disputes arising from this Agreement or its performance shall be adjudicated therein.
13. This Invoice cannot be altered except by writing, which must be initialed by duly authorized representatives of both parties.
14. This Invoice cannot be canceled by Buyer, but may be canceled by CAET at any time for any reason with no recourse by Buyer.
15. This offer is to be regarded as confidential, and shall not be shared with any third party outside of Buyer's company.
16. No proprietary software or intellectual property rights whatsoever are offered as part of this transaction, and no such rights shall be transferred hereby.
17. Buyer is solely responsible for all deinstallation, decontamination, rigging, crating, packing, transportation, freight costs, duties, taxes, and import/export fees, unless otherwise stated in this Invoice.
18. The Equipment may have been used in processes involving hazardous waste or dangerous chemicals. Buyer understands that all risks associated with such chemicals or processes are born by Buyer, and that CAET is not responsible for any decontamination or cleaning of the Equipment.
19. Buyer understands that it must pay for all applicable taxes, sales or otherwise, incurred as a part of purchasing the Equipment. Buyer shall remit such taxes to CAET. Sales tax may only be waived when Buyer provides a current and active Reseller's Certificate or if Buyer provides written documentation demonstrating exemption from such taxes under the laws of the State of California, the

Commonwealth of Virginia, the State of Texas, or the State of Ohio. Failure to collect sales taxes from Buyer at the time of Buyer's purchase of the Equipment does not void Buyer's responsibility to immediately pay such taxes upon written request from CAET. Unless otherwise stated, this quote does not include duties, taxes, and import fees, and buyer is solely responsible for these fees.

20. If Buyer intends to import or export the Equipment, Buyer agrees to comply with all applicable laws and regulations.

21. Delivery and time of delivery are contingent upon the receipt of all licenses and/or authorizations necessary to import or export the Equipment. Buyer agrees to provide to CAET all information necessary to support such license applications, including but not limited to, end-user/end-use information and supporting documentation as may be required.

22. Buyer understands that the Equipment may be subject to export control laws, including the U.S. Export Administration Regulations, and/or other export control laws. These laws may contain restrictions on the export, re-export, transfer, retransfer, and diversion of the Equipment to certain destinations, to certain end-users, or for certain end-uses. Buyer agrees to comply with all applicable export control laws and to assist CAET with documenting compliance.

23. This sale is final, and no refund shall be issued to Buyer.

24. By signing this document, the executing individual represents that he or she has the authority to bind Buyer to this Agreement.

If this offer is acceptable to Buyer, please sign below and fax back to CAET and follow up with your Purchase Order and/or payment. Wire transfer as follows:

SILICON VALLEYBANK  
3003 TASMAN DRIVE, SANTA CLARA, CA 95054, USA

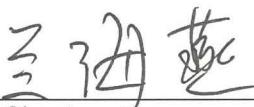
ROUTING & TRANSIT #: 121140399  
SWIFT CODE: SVBKUS6S

FOR CREDIT OF: CAET LLC  
5201 Great America Parkway, Suite 320, Santa Clara, CA 95054

FINAL CREDIT ACCOUNT #: 3300757479  
BY ORDER OF: [NAME OF SENDER]

NOTE: Buyer agrees to pay all applicable fees for wire transfers. The above instructions must be followed exactly - if you have any questions or problems, call our bank at 1-408-654-5555 and tell them you are trying to send a wire to Capital Asset Exchange and Trading. They will help you.

Acknowledged:

  
\_\_\_\_\_  
Buyer Signature      Date 2022.11.29

\_\_\_\_\_  
Title



# Semiconductor Global Solutions

Shiqiao Village, Yunlong Town, Yinzhou District, Ningbo City, Zhejiang, China

Tel: 86-021-68009217 Fax: 86-021-68009227 Zip code: 315137

## Purchase Order

Vendor	
Code:	F0072
Company:	Capital Asset Exchange and Trading, LLC
Add:	5201 Great America Parkway, Suite 272, Santa Clara, CA
Sales:	
TEL:	

订单号码: SGS22022121283

日期: 2022-12-07

采购: Sophia

币别: USD

贸易条款: Exw USA

付款条件: T/T 100% down payment

项目 Item	料号 PN	描述 Description	规格型号 Specification	单价 Price	币别 Curr	数量 Qty	单位 Unit	小计 Total	交期 ETD
1	TO0700121	HITACHI S-9380 SEM	S-9380 SEM	1,000,000.00	USD	1.00	SET	1,000,000.00	2022-12-10
2	TO0700122	HITACHI S-9380 CD-SEM	S-9380 CD-SEM	1,000,000.00	USD	1.00	SET	1,000,000.00	2022-12-10

Total (W/O tax) 2,000,000.00

Tax 0%

Total (W/I tax) 2,000,000.00

\*SGS has the right to modify or reduce the quantity of the order.

\*If your delivery makes extra delay and cause serious effects on SGS production, the delinquent penalty is 0.1% of total shipment amount per day and max. is 5% of total PO amount.

\*Receiving goods address : Shiqiao Village, Yunlong Town, Yinzhou District, Ningbo City, Zhejiang, China, 315137

\*Please sign this PO by authorized representative and E-mail to me by three working days.

\*All vendors should sign labor contracts with their employees and pay work injury insurance or similar accident insurance for their employees. All vendors during operations should strictly comply with ESH regulations, SOP, and PPE wearing requirements; Vendors should be responsible for safety management in the process of their operation. If any safety accidents occur and result in personal damage, property damage and environmental damage to the vendors' employees, third parties, SGS or SGS' employees, the vendors shall be solely liable for the damages including but not limited to the aforementioned damages.

\* For compliance with international trade regulations, all vendors must provide us, by email to the following: (1) vendor material, part, or equipment ID; (2) SGS ID (if known); (3) export classification of the item (e.g., ECCN or similar classification number); (4) export license or other government authorization used to ship the item (if required); (5) the date such license or authorization expires (if any). By signing this PO, you certify your company's commitment to trade compliance and to indemnify SGS for any harm resulting from your company's failure to comply.

\*Unless otherwise specified, this PO shall constitute the entire and only agreement between the parties hereto, and all the terms and conditions of this PO on both sides of all pages shall be binding on both all parties hereto.

承 承 及

Semiconductor Global Solutions Signature

DocuSigned by:  
Austin Gill  
2B81A2C1DCFF446...

cae  
Capital Asset Exchange and Trading, LLC  
+1 650 326 3313  
Tax ID: 59-3812531  
Authorized Seal

Vendor Authorized Signature